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Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

KAREN HUYCK,)	
)	
Plaintiffs,)	No.
)	
v.)	COMPLAINT FOR WAGES
)	DUE AND OWING
LIMITLESS, LLC,)	
a domestic corporation,)	
)	JURY TRIAL REQUESTED
Defendant.)	

Plaintiff alleges as follows:

1. This is an action for wages due and owing in which the plaintiff, (Huyck), alleges she was not paid overtime wages in violation of section 7 of the Fair Labor Standards Act, 29 USC 201 *et seq*, (the FLSA). The plaintiff seeks back pay, liquidated damages and contract damages.

2. This court has jurisdiction pursuant to 29 USC 201 *et seq* and 28 USC 1331.

3. Venue is proper under 28 USC 1391(b)(ii) as the defendant (Litmitless), transacts business in this district, and Huyck was employed in this district.

1. COMPLAINT

Parties

4. Huyck is an adult citizen. She was employed by Limitless as a Helper at various locations in the Portland area and Willamette Valley. She worked for Limitless from 1/19/15 to and including 4/27/15.

5. Limitless is a domestic, limited liability corporation that maintains, reconditions and repairs repossessed properties for banks in Oregon.

Facts

6. As a Helper, Huyck helped to clean, repair and recondition repossessed properties. She was non-exempt under section 13(a)(1) of the FLSA. She had no supervisory or management responsibilities and no professional qualifications. The work did not require a high level of skill or the exercise of independent judgment.

7. Huyck submitted time sheets that show that she frequently work in excess of forty hours per week. Yet she was not paid overtime. Instead she was paid at an hourly rate of \$25.00 for eighty hours every two weeks regardless of how much time she worked.

8. During the period of her employment with Limitless, Huyck worked 149 overtime hours without receiving any compensation.

9. Limitless told Huyck, that she was not eligible for overtime pay because she was salaried.

10. Huyck has not, since the inception of her employment, been paid for all the she worked. Limitless paid her an arbitrary amount without regard to the time actually expended on the job.

2. COMPLAINT

11. The FLSA requires Limitless to pay its non-exempt employees at a rate of at least one and one half times their regular rate of pay for time worked in one work week over forty hours.

12. Limitless willingly, deliberately and intentionally refused to pay the Huyck overtime. Instead, Limitless wrongly misled Huyck, and told her that she was not entitled to overtime pay because she was salaried.

13. Huyck was not paid all the wages that she had coming at the within 24 hours of her termination, on 4/27/1 in violation of Oregon law.

14. Limitless was sent a demand for payment on June 5, 2015.

15. Huyck has not been paid to date.

Claim

(Unpaid Overtime, FLSA and Oregon Law)

17. Huyck re-allege paragraphs 1 – 15.

18. Huyck is owed \$5,587.50 in unpaid overtime wages.

WHEREFORE, The Huyck prays for judgment against Limitless as follows:

1. For in unpaid overtime wages in the amount of \$5587.50, plus interest as well as \$5,587.50 in liquidated damages, as allowed under 29 USC 216(b) for willful conduct;

2. For \$4,000.00 representing thirty days wages as a state law penalty of one day's wages for every day that Huyck was not paid after her termination for thirty days (ORS 652.150);

3. For reasonable attorney fees;

3. COMPLAINT

4. For the costs and disbursements of this action;
5. for whatever other relief the court deems necessary and proper.

Respectfully submitted by:

/s/ Glenn Solomon
Attorney for Plaintiff

